

EXHIBIT 1

5/3/2024 10:08 AM
23CV35175

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

Edward Andersen, an individual, and
Sharrel Andersen, an individual,
Plaintiffs,

v.

First Brands Group, LLC, a Delaware
Limited Liability Company, and Forest
River, Inc., a Foreign Domestic Business
Corporation,

Defendants.

CASE NO. 23CV35175

**SECOND AMENDED CIVIL
COMPLAINT**

(Strict Liability, Negligence, Breach of
Implied Warranty of Merchantability and
Fitness)

Amount Prayed for: \$1,268,231.40

Filing Fee: \$884 (ORS 21.160(1)(d))

CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION

DEMAND FOR JURY TRIAL

Plaintiffs allege:

ALLEGATIONS COMMON TO ALL CLAIMS

1.

Plaintiffs Edward Anderson (“Bill Anderson”) and Sharrel Andersen (“plaintiffs”), bring this action against First Brands Group, LLC (previously mistakenly named as Horizon Global Corporation), and Forest River, Inc. (“defendants”) for personal injuries caused by defendants in Oregon.

2.

At all relevant times, Horizon Global Corporation (“Horizon Global”) was a Delaware for-profit corporation doing business in Oregon. Horizon Global conducted, and continues to conduct,

1 a substantial portion of its business in Oregon, including the regular and sustained business of
 2 design, manufacture, and wholesale of Reese Revolution Hitch products for use in recreational
 3 vehicles and fifth-wheel hitches which are sold throughout the State of Oregon.

4 **3.**

5 Further, at all times material herein, Horizon Global controlled its agents or employees in
 6 all aspects of its operation and service. At all times material herein, Horizon Global's agents or
 7 employees were acting within the course and scope of their agency or employment. As such,
 8 Horizon Global is vicariously liable, including under the doctrine of *respondeat superior*, for the
 9 acts and omissions of its agents or employees.

10 **4.**

11 At all relevant times, First Brands Group, LLC, ("FBG") was a company of unknown origin
 12 doing business in Oregon, and throughout the United States. FBG conducted, and continued to
 13 conduct a substantial portion of its business in Oregon, California, and other states throughout the
 14 United States. A substantial portion of FBG's business in California, Oregon, and other states
 15 which receive its product line, includes the regular and sustained business of designing,
 16 manufacturing, and wholesale of Reese Revolution Hitch products for use in recreational vehicles
 17 and Fifth Wheel hitches which are sold throughout the United States, including California and
 18 Oregon.

19 **5.**

20 At all times material herein, FBG controlled its agents or employees in all aspects of its
 21 operation and service. At all times material herein, FBG's agents or employees were acting within
 22 the course and scope of their agency or employment. As such, FBG is vicariously liable, including
 23 under the doctrine of *respondeat superior*, for the acts and omissions of its agents or employees.

6.

On information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between defendant Horizon Global and FBG, such that any individuality and separateness between these defendants and/or their respective managers, members or shareholders, was/is eliminated and non-existent whereby Horizon Global and FBG and/or their respective managers, members and/or shareholders are the alter ego of each other in that FBG y and through their managers, members and/or shareholders exercised dominion and control over Horizon Global and *vice versa* such that they commingled assets, shared company assets, used the same phone numbers (800-632-3290), same offices (3255 West Hamilton Road, Rochester Hills, MI 48309), marketing and advertising materials (when on the FBG website and one clicks the “Reese” product line tab, they are taken to the Horizon Global product catalogue) and other assets such that the companies are one and the same and there is no real or *de facto* separateness between the entities or their managers, members and/or shareholders. Adherence to the fiction of the separate existence of defendants Horizon Global and FBG and/or their respective managers, members and/or shareholders would permit an abuse of the corporate or limited liability company privileges and would sanction fraud and promote injustice in that persons injured by defective products or defective or substandard installation will not be able to readily identify those responsible for said conduct and their efforts to seek redress as authorized by law will be frustrated all to Plaintiffs’ prejudice.

7.

On information and belief, Plaintiffs allege that Horizon Global and FBG, are, and at all times herein mentioned were, so inadequately capitalized that, compared with the business to be done by these defendants and the risks of loss, their capitalization was illusory and/or trifling.

8.

Adherence to the fiction of the separate existence of defendants, Horizon Global and FBG, from each other, would permit an abuse of the corporate or limited liability company privileges and would sanction fraud and promote injustice in that the solvent and financially stable defendants would be replaced by an insolvent company or defendant, all to Plaintiffs' detriment.

9.

At all relevant times, Forest River, Inc. ("Forest River") is a Foreign Business Corporation registered in the State of Indiana but duly authorized and doing business in Oregon. Forest River conducted, and continues to conduct, a substantial portion of its business in Oregon, including the regular and sustained business of designing, manufacturing, and wholesaling of recreational vehicles to numerous retail stores throughout the State of Oregon.

10.

Further, at all times material herein, Forest River controlled its agents or employees in all aspects of its operation and service. At all times material herein, Forest River's agents or employees were acting within the course and scope of their agency or employment. As such, Forest River is vicariously liable, including under the doctrine of *respondeat superior*, for the acts and omissions of its agents or employees.

11.

At all relevant times, Giant Inland Empire RV Center, Inc. ("Giant Inland RV") was a California for-profit corporation doing business in California.

12.

At all times material herein, Giant Inland RV controlled its agents or employees in all aspects of its operation and service. At all times material herein, Giant Inland RV's agents or employees were acting within the course and scope of their agency or employment. As such, Giant Inland RV is vicariously liable, including under the doctrine of *respondeat superior*, for the acts and omissions of its agents or employees.

13.

On or about September 30, 2017, plaintiff purchased a new 2018 Forest River Rockwood Signature Ultralight Model 8299BS bearing vin number 4X4FRLE26J1880476 and Stock# FRW743 (the "Rockwood") from Giant Inland RV.

14.

The Rockwood came equipped with a Reese Revolution 5th-wheel arm/wedge combination for use with a 5th Wheel Hitch.

15.

On or about September 30, 2017, Giant Inland RV assembled and installed a new 16k Husky Hitch for GM Puck System (the "Hitch") into plaintiff's 2016 Chevrolet Silverado 2500 (the "Truck"). At the same time, Giant Inland RV assembled and installed the wedge portion of the Reese Revolution 5th-wheel arm/wedge combination (the "Wedge") onto the Hitch. On information and belief, the arm component of the Wedge had been installed onto the Rockwood at the time of manufacture or wholesale.

16.

Forest River, Giant Inland RV each marketed the Reese Revolution 5th-wheel arm/wedge combination as being compatible with the Rockwood and/or the Hitch.

17.

On September 2, 2021, plaintiff Sharrel Andersen was driving the Truck northbound on I-5 near milepost 76 with plaintiff Bill Andersen as her passenger. Suddenly and without warning the Reese Revolution 5th-wheel arm/wedge combination catastrophically failed, causing a complete loss of control of the Rockwood such that it repeatedly slammed into the Truck, at highway speed, destroying both vehicles and injuring plaintiffs.

18.

On information and belief, the catastrophic failure was caused by defendants Horizon Global's defective design and/or manufacture of the Reese Revolution 5th-wheel arm/wedge combination, Forest River's defective design and/or manufacture of the Rockwood, or in the alternative, defective installation of the Reese Revolution 5th-wheel arm/wedge combination by Giant Inland RV.

19.

Plaintiffs suffered damages as more fully described below.

20.

As a result of defendant's conduct, Plaintiffs' Rockwood was totaled at a value of \$110,213.60. As a further result of the defect. Plaintiffs' Truck was totaled at a value of \$78,017.80. All to Plaintiffs' joint economic property damages in the amount of \$188,231.40. Plaintiffs are further entitled to recover pre-judgment and post-judgment interest at the legal rate of 9% interest per-annum, with pre-judgment interest applying only to the above economic damages and starting from the date this complaint is served on defendants.

21.

Injuries to Plaintiff Bill Anderson

1 As a result of defendants' conduct, plaintiff Bill Andersen sustained the following injuries
2 and damages:

- 3 a) Neck pain;
- 4 b) Right hand numbness;
- 5 c) Tingling in right fingers;
- 6 d) Right arm numbness;
- 7 e) Low back pain;
- 8 f) Emotional distress;
- 9 g) Numbness and tingling in left hand;
- 10 h) Tingling in right hand;
- 11 i) Sleep disturbance;
- 12 j) Limited range of motion to cervical region;
- 13 k) Neural foraminal compromise in cervical region;
- 14 l) Paresthesia's in right 1-4th digits;
- 15 m) Posterior osteophytes at C3;
- 16 n) Muscle spasm;
- 17 o) Muscle sprain;
- 18 p) At C3-4, 3-4 mm circumferential disc bulge;
- 19 q) At C3-4, Bilateral neural foraminal narrowing;
- 20 r) At C3-4, Spinal stenosis measuring 9mm in AP dimension;
- 21 s) At C3-4, bilateral facet joint arthrosis
- 22 t) At C4-5, 3mm circumferential disc bulge;
- 23 u) At C4-5, bilateral neural foraminal narrowing;

- v) At C4-5, bilateral facet joint arthrosis;
- w) At C5-6, 3-4 mm circumferential disc bulge;
- x) At C5-6, bilateral neural foraminal narrowing;
- y) At C6-7, 3-4 mm circumferential disc bulge;
- z) At C6-7, bilateral neural foraminal narrowing;
- aa) At C6-7, bilateral facet arthrosis;
- bb) At C7-T1, 3 mm circumferential disc bulge;
- cc) At C7-T1, bilateral neural foraminal narrowing;
- dd) At C7-T1, bilateral facet arthrosis;
- ee) Spinal mobility deficits; and
- ff) Movement coordination deficits.

22.

As a further result of defendants' negligence, plaintiff Bill Andersen has incurred medical and related expenses in the approximate amount of \$40,000.00. Plaintiff reserves the right to amend this figure as he continues treating.

23.

As a result of his injuries, plaintiff Bill Andersen has and will continue to suffer physical, mental and emotional pain. His right to enjoy life has been diminished because of his inability to engage in his normal activities without pain. He is susceptible to degeneration and re-injury of the injured areas listed above. He is entitled to an award of non-economic damages in the approximate amount of \$500,000.00. Plaintiff is further entitled to recover post-judgment interest at the legal rate of 9% interest per-annum.

24.

Injuries to Plaintiff Sharrel Anderson

As a result of defendants' conduct alleged above, plaintiff Sharrel Andersen sustained the following injuries and damages:

- a) Neck pain;
- b) Lower back pain;
- c) Migraines;
- d) Sleep disturbance;
- e) Cervicogenic headache;
- f) Facet syndrome of the cervical spine;
- g) Cervical myofascial pain syndrome;
- h) Lateral thigh pain;
- i) Progressive weakness in the left hand;
- j) Reduced range of motion to cervical spine;
- k) Suboccipital and C1-2 joint stiffness causing headaches;
- l) Muscle power deficits;
- m) Emotional distress;
- n) Diffuse disc desiccation with severe disc height loss at L4-L5;
- o) Mild to moderate disc height loss at L1-L2 and L2-L3;
- p) Schmorl's node formation and degenerative marrow signal changes along endplates;
- q) Prominent Modic type I marrow signal changes at L4-L5;
- r) Trace 1 to 2 mm retrolisthesis of L3 and L4;
- s) L1-2 disc bulge and facet arthropathy;
- t) L2-3 disc bulge;

- 1 u) L2-3 ligamentum flavum thickening;
- 2 v) L2-3 facet arthropathy resulting in mild narrowing of the thecal sac and bilateral neural
- 3 foraminal narrowing;
- 4 w) L3-4 disc bulge;
- 5 x) L3-4 facet arthropathy resulting in mild bilateral neural foraminal narrowing;
- 6 y) L4-5 4 mm right foraminal disc osteophyte complex;
- 7 z) L4-5 3-4 mm left foraminal disc protrusion;
- 8 aa) L4-5 ligamentum flavum thickening and facet arthropathy resulting in moderate right
- 9 neural foraminal narrowing with encroachment on the exiting right L4 nerve root;
- 10 bb) L4-5 mild to moderate left neural foraminal narrowing;
- 11 cc) L5-S1 2 mm disc bulge; and
- 12 dd) At L5-S1, facet arthropathy.

13 25.

14 As a further result of defendants negligence, plaintiff Sharell Andersen has incurred
 15 medical and related expenses in the approximate amount of \$40,000.00. Plaintiff reserves the right
 16 to amend this figure as he continues treating.

17 26.

18 As a result of his injuries, plaintiff Sharrel Andersen has and will continue to suffer
 19 physical, mental and emotional pain. Her right to enjoy life has been diminished because of her
 20 inability to engage in her normal activities without pain. She is susceptible to degeneration and re-
 21 injury of the injured areas listed above. She is entitled to an award of non-economic damages in
 22 the approximate amount of \$500,000.00. Plaintiff is further entitled to recover post-judgment
 23 interest at the legal rate of 9% interest per-annum.

FIRST CLAIM FOR RELIEF

(Count One: Strict Liability Under ORS 30.920)

27.

Plaintiff realleges paragraphs 1 through 26 as though set forth fully herein.

28.

Under ORS 30.920, a seller of any product in a defective condition, unreasonably dangerous to the consumer, is subject to liability for physical harm to the consumer if the seller is engaged in the business of selling such a product, and the product is expected to and does reach the consumer without substantial change in the condition in which it is sold.

29.

The failure to design and/or manufacture, the Reese Revolution 5th-wheel arm/wedge combination and/or the Rockwood as described in paragraph 13 above, resulted in a defective condition that rendered Reese Revolution 5th-wheel arm/wedge combination and the Rockwood unreasonably dangerous to plaintiffs, the consumers. The Reese Revolution 5th-wheel arm/wedge combination and the Rockwood were expected to and did reach the plaintiffs without substantial change in the condition in which they were sold. Defendants also failed to provide proper and adequate warnings for safe use, as well as the dangers of use, relative to the unreasonably dangerous condition of the Reese Revolution 5th-wheel arm/wedge combination and the Rockwood.

30.

As a producer and seller of the Reese Revolution 5th-wheel arm/wedge combination and/or the Rockwood, defendants are strictly liable under ORS 30.920 for the injuries and damages that

1 plaintiffs have suffered and will continue to suffer as alleged in paragraphs 15 through 21 above,
 2 which are realleged and incorporated by reference herein.

3 **(Count Two: Negligence)**

4 **31.**

5 Plaintiffs reallege paragraphs 1 through 26 as though set forth fully herein.

6 **32.**

7 Defendant FBG was negligent in one or more of the following particulars, each of which
 8 created a foreseeable and unreasonable risk of harm to plaintiff:

- 9 a) In failing to exercise due care in the hiring and retention of its agents and employees;
 10 b) Failed to properly supervise, coordinate, and/or inspect the design of the Reese 5th-
 11 wheel arm/wedge combination in accordance with, FBG design standards, FBG's
 12 Installation Guide, SAE Standards, ASTM Standards, FMVSS Standards;
 13 c) Failed to properly supervise, coordinate, and/or inspect the selection of materials used
 14 in the manufacture of the Reese 5th-wheel arm/wedge combination;
 15 d) Failed to properly supervise, coordinate, and/or inspect the manufacture of the Reese
 16 5th-wheel arm/wedge combination in accordance with the applicable FBG design
 17 standards, FBG's Installation Guide, SAE Standards, ASTM Standards, FMVSS
 18 Standards;
 19 e) Failed to properly supply a Reese 5th-wheel arm/wedge combination that was free of
 20 defects or that complied with FBG design standards, FBG's Installation Guide, SAE
 21 Standards, ASTM Standards, FMVSS Standards;
 22 f) Failed to identify manufacturing defects that they knew or reasonably should have
 23 known needed repair or replacement;

- 1 g) Failed to instruct or warn plaintiffs of the design and manufacturing defects in the
2 Reese 5th-wheel arm/wedge combination that made it unreasonably dangerous.
- 3 h) Concealed the design and manufacturing defects and/or the extent of those defects that
4 they knew or reasonably should have known needed repair or replacement; and
- 5 i) Failed to repair or remedy any manufacturing defects of the Reese 5th-wheel
6 arm/wedge combination that they knew or should have known needed repair or
7 replacement.
- 8 j) In failing to conduct adequate stress testing of the Reese 5th-wheel arm/wedge
9 combination;
- 10 k) Failed to properly supply a Reese 5th-wheel arm/wedge combination that was free of
11 defects or that complied with FBG design load standards, and/or industry standards;
- 12 l) In failing to provide adequate instruction to Forest River, Giant Inland RV, and
13 consumers for the safe installation of the Wedge;
- 14 m) In selling and providing the Wedge in a condition that was not safe for its ordinary
15 and foreseeable use;
- 16 n) In failing to properly educate its agents and employees with respect to detection of
17 defective and unreasonably dangerous conditions present in the Wedge;
- 18 o) In failing to adequately warn plaintiff of the defective and unreasonably dangerous
19 condition of the Wedge;
- 20 p) In allowing its agents and employees to deliver the Wedge in a defective and
21 unreasonably dangerous condition;
- 22 q) In failing to exercise ordinary care in supervising its agents and employees conduct;

- r) In failing to prevent the foreseeable misconduct of its agents and employees from causing harm to others including plaintiff as alleged herein;
- s) In causing foreseeable and unreasonable injury to plaintiff; and
- t) In acting in a manner that was dangerous under the circumstances.

33.

Defendant Forest River was negligent in one or more of the following particulars, each of which created a foreseeable and unreasonable risk of harm to plaintiff:

- a) Failed to properly inspect the Reese 5th-wheel arm/wedge combination for manufacturing defects prior to sale;
- b) In failing to conduct adequate stress testing of the Reese 5th-wheel arm/wedge combination;
- c) Failed to properly supply the Rockwood in a condition that was free of defects or that complied with Forest River's design standards, and/or SAE Standards, ASTM Standards, FMVSS Standards;
- d) Failed to properly supervise, coordinate, and/or inspect the manufacture of the Rockwood in accordance with the applicable Forest River design standards, Forest River Installation Guide, SAE Standards, ASTM Standards, FMVSS Standards;
- e) Failed to repair or remedy the manufacturing defects of the Rockwood that it knew or should have known needed repair or replacement;
- f) Concealed the manufacturing defects and/or the extent of those defects that it knew or reasonably should have known needed repair or replacement;
- g) In failing to exercise due care in the hiring and retention of its agents and employees;
- h) In failing to properly install the Wedge on the Rockwood;

- i) In failing to provide Giant Inland RV and plaintiff instructions for safe installation of the Wedge;
- j) In failing to provide adequate warnings related to the Wedge;
- k) In failing to detect the dangerous condition of the Wedge;
- l) In selling and providing the Rockwood with the Wedge in a condition that was not safe for its ordinary and foreseeable use;
- m) In failing to properly educate its agents and employees with respect to detection of defective and unreasonably dangerous conditions;
- n) In failing to adequately warn plaintiff of the defective and unreasonably dangerous condition;
- o) In allowing its agents and employees to deliver the Rockwood and Wedge in a defective and unreasonably dangerous condition;
- p) In failing to exercise ordinary care in supervising its agents and employees conduct;
- q) In failing to prevent the foreseeable misconduct of its agents and employees from causing harm to others including plaintiffs as alleged herein;
- r) In causing foreseeable and unreasonable injury to plaintiffs; and
- s) In acting in a manner that was dangerous under the circumstances.

34.

Defendants' negligence was a substantial factor in causing plaintiffs' injuries. As a result of defendants' negligence, plaintiffs have suffered the injuries and damages alleged in paragraphs 15 through 21, above, which are realleged and incorporated by reference herein.

(Count Three: Breach of Implied Warranty of Merchantability and Fitness—All

Defendants)

35.

Plaintiff realleges paragraphs 1 through 26 as though set forth fully herein.

36.

At all times material, defendants were merchants within the meaning of ORS 72.1040(1) with respect to the Rockwood and the Wedge. Defendants were in the business of manufacturing and/or selling Recreational Vehicles and 5th Wheel Hitch Components, including the Rockwood and the Wedge at issue.

37.

At all times material, plaintiffs were in privity with defendants as plaintiffs placed the order, including the Rockwood equipped with the Wedge from defendants.

38.

Defendants impliedly warranted to plaintiffs that the condition of the Reese 5th-wheel arm/wedge combination was specifically fit for use on the Rockwood and the Hitch, that the Wedge provided was of a quality that would pass without objection in the trade, was fit for ordinary purposes for which such products are used, and in all other respects was of merchantable quality as further defined by ORS 72.3140.

39.

Plaintiffs reasonably relied on this implied warranty of merchantability in the purchase of the order including the Rockwood equipped with the Reese 5th-wheel arm/wedge combination from defendants.

40.

1 Plaintiffs further relied on defendants' skill and judgment in selection of the Rockwood
 2 equipped with the Reese 5th-wheel arm/wedge combination and on defendants' implied warranty
 3 of fitness for use of the Reese 5th-wheel arm/wedge combination as a safe product.

4 ///

5 ///

6 **41.**

7 At all times material, defendants knew of the particular purpose for which plaintiffs were
 8 going to use the Rockwood equipped with the Reese 5th-wheel arm/wedge combination, as well
 9 as plaintiffs' reliance on defendants' skill or judgment in selecting the Reese 5th-wheel arm/wedge
 10 combination.

11 **42.**

12 Defendants breached the implied warranty of merchantability set forth in ORS 72.3140,
 13 and the implied warranty of fitness set forth in ORS 72.3150 by manufacturing, selling and
 14 installing the Reese 5th-wheel arm/wedge combination onto the Rockwood as described above,
 15 in that the Reese 5th-wheel arm/wedge combination was not merchantable and was unfit for the
 16 ordinary purposes for which it was sold, was unsafe, would not pass without objection in the trade
 17 under the contract description, and did not conform to the promises or affirmations of fact made
 18 on the manufacturing specifications.

19 **43.**

20 As a direct result of the breaches of the implied warranties described above, plaintiffs have
 21 suffered the injuries and damages alleged in paragraphs 15 through 21 above.

22 **WHEREFORE**, plaintiff requests judgment against defendants as follows:

23 First Claim for Relief

On Behalf of Bill Andersen

- a) Plaintiff's economic medical damages in the amount of \$40,000.00;
- b) Plaintiff's share of economic property damages in the amount of \$94,115.70;
- c) Plaintiff's noneconomic damages in the amount of \$500,000.00;
- d) Post-judgment interest at the legal rate of 9% interest per-annum;
- e) Plaintiff's costs and disbursement incurred herein; and
- f) Such other relief that the Court deems just and equitable.

On Behalf of Sharrel Andersen

- a) Plaintiff's economic medical damages in the amount of \$40,000.00;
- b) Plaintiff's share of economic property damages in the amount of \$94,115.70;
- c) Plaintiff's noneconomic damages in the amount of \$500,000.00;
- d) Post-judgment interest at the legal rate of 9% interest per-annum;
- e) Plaintiff's costs and disbursement incurred herein; and
- f) Such other relief that the Court deems just and equitable.

DATED: May 3, 2024.

By: /s/ Emmanuel B. Miller
Emmanuel Miller, OSB # 151319
Attorney for Plaintiffs
Trial Attorney: Emmanuel B. Miller

5/29/2024 2:00 PM
23CV35175

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

EDWARD ANDERSEN, an individual, and
SHARREL ANDERSEN, an individual,
Plaintiffs,

CASE NO. 23CV35175

SUMMONS

v.

First Brands Group, LLC, a Delaware
Limited Liability Company; Forest River,
Inc., a Foreign Domestic Business
Corporation,

Defendants.

**TO: First Brands Group, LLC
c/o Corporation Service Company
251 Little Falls Drive,
Wilmington, DE 19808**

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the complaint filed against you in the above-entitled cause within 30 days from the date of service of this summons on you. If you fail to appear and defend, the plaintiff will apply to the court for the relief demanded in the complaint.

**NOTICE TO DEFENDANT:
READ THESE PAPERS CAREFULLY**

You must "appear" in this case or the other side will win automatically. To appear you must file with the court a legal paper called a motion or answer. The motion or answer must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's lawyer or, if the plaintiff does not have a lawyer, proof of service on the plaintiff.

If you have any questions, you should see a lawyer immediately. If you need help in finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636.

**TO THE OFFICER OR OTHER PERSON
SERVING THIS SUMMONS:**

You are hereby directed to serve a true copy of this summons, together with a true copy of the first amended complaint mentioned therein upon the individual(s) or other legal entity(ies) to whom or which this summons is directed.

By: /s/ Emmanuel B. Miller
Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff

1
2 **DATED: May 3, 2024.**

3 By: /s/ Emmanuel B. Miller
4 Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff
Trial Attorney: Emmanuel B. Miller

5
6 STATE OF OREGON)
) ss
7 COUNTY OF DESCHUTES)

8 I, Emmanuel B. Miller, Plaintiff's attorney, do hereby certify that I prepared the foregoing copy of Summons and have
carefully compared the same with the original thereof; and that it is a true and correct copy of said original.

9 **DATED: May 3, 2024.**

By: /s/ Emmanuel B. Miller
Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff

5/29/2024 2:00 PM
23CV35175

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

EDWARD ANDERSEN, an individual, and
SHARREL ANDERSEN, an individual,
Plaintiffs,

CASE NO. 23CV35175

SUMMONS

v.

First Brands Group, LLC, a Delaware
Limited Liability Company; Forest River,
Inc., a Foreign Domestic Business
Corporation,

Defendants.

**TO: FIRST BRANDS GROUP, LLC
c/o REGISTERED AGENT SOLUTIONS, INC.
838 WALKER ROAD SUITE 21-2
DOVER, DE 19904**

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the complaint filed against you in the above-entitled cause within 30 days from the date of service of this summons on you. If you fail to appear and defend, the plaintiff will apply to the court for the relief demanded in the complaint.

**NOTICE TO DEFENDANT:
READ THESE PAPERS CAREFULLY**

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If you have any questions, you should see a lawyer immediately. If you need help in finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636.

**TO THE OFFICER OR OTHER PERSON
SERVING THIS SUMMONS:**

You are hereby directed to serve a true copy of this summons, together with a true copy of the first amended complaint mentioned therein upon the individual(s) or other legal entity(ies) to whom or which this summons is directed.

By: /s/ Emmanuel B. Miller
Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff

1
2 **DATED: May 24, 2024.**

3 By: /s/ Emmanuel B. Miller
4 Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff
Trial Attorney: Emmanuel B. Miller

5
6 STATE OF OREGON)
) ss
7 COUNTY OF DESCHUTES)

8 I, Emmanuel B. Miller, Plaintiff's attorney, do hereby certify that I prepared the foregoing copy of Summons and have
carefully compared the same with the original thereof; and that it is a true and correct copy of said original.

9 **DATED: May 24, 2024.**

By: /s/ Emmanuel B. Miller
Emmanuel B. Miller, OSB#151319
Attorney for Plaintiff